

BID PROPOSAL CHECKLIST

The following items are required to be submitted as part of the bid proposal. Failure to do so will result in the bid being declared not responsive.

Included <u>Please (√)</u>	FILED APR 11 2007 By The Office of The City Clerk	<u>Pages</u>
<input checked="" type="checkbox"/> Bid Proposal Form		1 - 4
<input checked="" type="checkbox"/> Bid Proposal Guarantee		1 only
<input checked="" type="checkbox"/> Drug Free Work Place Certification		1 only
<input checked="" type="checkbox"/> M/WBE Requirements		1 - 12
<input checked="" type="checkbox"/> Non-Discrimination in Employee Benefits Ordinance Certification		1 - 9
<input checked="" type="checkbox"/> Schedule of Values for Electrical Items*		

* Bidder generated document

TO THE HONORABLE CITY COUNCIL
 SACRAMENTO, CALIFORNIA:

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for:

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for:

COLONIAL HEIGHTS STREET IMPROVEMENTS – 52ND STREET BETWEEN 14TH AVENUE AND 15TH AVENUE (PN: RR22)

in the City and County of Sacramento, California.

The Work is to be done in strict conformity with the Contract Documents now on file in the office of the City Clerk, for the following sum:

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1.	Preconstruction Photographs	1	LS	\$ 4000 ⁻	\$ 4000 ⁻
2.	Clearing and Grubbing	1	LS	\$ 26000 ⁻	\$ 26000 ⁻
3.	Potholing	30	CY	\$ 213 ⁻	\$ 6390 ⁻
4.	Wood Fence to Relocate	40	LF	\$ 70 ⁻	\$ 2800 ⁻
5.	Roadway Excavation and Grading	500(F)	CY	\$ 46 ⁵⁰	\$ 23250 ⁻
6.	Unsuitable Material to Remove and Replace	200	TN	\$ 35 ⁻	\$ 7000 ⁻
7.	Place Geo-Grid Material	700	SY	\$ 6 ⁻	\$ 4200 ⁻
8.	Place Aggregate Base Class 2	500	TN	\$ 33 ⁻	\$ 16500 ⁻
9.	Place Asphalt Concrete Pavement	190	TN	\$ 120 ⁻	\$ 22800 ⁻
10.	Construct Curb and Gutter No. 13	350	LF	\$ 26 ⁻	\$ 9100 ⁻
11.	Construct Curb and Gutter No. 4	350	LF	\$ 25 ²⁰	\$ 8820 ⁻
12.	Construct 3-1/2" Portland Cement Concrete Sidewalk	3100	SF	\$ 5.20	\$ 16,120 ⁻

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
13.	PCC Driveway Conform to Construct	160	SF	\$ <u>20</u>	\$ <u>3200</u>
14.	Place Cast-in-Place Truncated Domes	4	EA	\$ <u>453</u>	\$ <u>1812</u>
15.	Maintenance Hole Head to Lower	1	EA	\$ <u>533</u>	\$ <u>533</u>
16.	Raise Maintenance Hole Head to Grade	1	EA	\$ <u>570</u>	\$ <u>570</u>
17.	Street Light Installation	1	LS	\$ <u>22000</u>	\$ <u>22000</u>
18.	Sign to Relocate	2	EA	\$ <u>140</u>	\$ <u>280</u>
19.	Sign to Place	3	EA	\$ <u>200</u>	\$ <u>600</u>
20.	Place Thermoplastic Traffic Striping (12")	25	LF	\$ <u>14.40</u>	\$ <u>360</u>
21.	Place Pavement Marking	44	SF	\$ <u>22.25</u>	\$ <u>979</u>

GRAND TOTAL BID \$ 177,314

(F) - denotes final pay quantity

AWARD SHALL BE BASED ON THE LOWEST RESPONSIVE AND RESPONSIBLE GRANT TOTAL BID

The undersigned agrees to sign and furnish said Agreement and furnish the necessary surety bonds and insurance certificates within ten (10) calendar days after receipt of the notice of award by the City and prior to the City Council award date. The City shall reimburse the Contractor the cost of Surety bonds should the City not award a contract.

The Contractor shall submit a schedule of values, as specified in the contract, for lump sum street light installation with this sealed bid proposal.

The Contractor shall begin work within fifteen (15) calendar days of the date on the Notice to Proceed.

The time limit for the completion of all items of work is **THIRTY (30)** working days, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor shall pay a sum in the amount of **NINE HUNDRED DOLLARS (\$900.00)** as liquidated damages, and not as a penalty, for each calendar day delay after the expiration of **THIRTY (30)** working days.

In determining the amount bid by each bidder, City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the face of the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Proposal shall be disregarded.

The undersigned has examined the location of the proposed Work, the local conditions at the place where the Work is to be done, is familiar with the Contract Documents and is familiar and expressly agrees to the liquidated damages provision of the Contract Documents.

The undersigned has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.

Enclosed is Bid Proposal Guarantee, as required, consisting of a bidder's bond or other acceptable security for not less than ten percent (10 %) of the amount Bid Proposal.

The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Bid Proposal. This Bid Proposal includes the following addenda:

- Add. # _____ DATE
- Add # _____ DATE
- Add # _____ DATE

NOTE: State whether your concern is a corporation, a co-partnership, private individual, or individuals doing business under a firm name.

If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

(\$ 17671.90) not less than ten percent (10%) of amount Bid Proposal

- _____ CERTIFIED CHECK
- _____ CASHIER'S CHECK
- X _____ BID BOND
- _____ MONEY ORDER
- _____ OTHER SECURITY

CONTRACTOR:

By *Tranquilino Martin*
(Signature)

Tranquilino Martin Pres / CEO
(Print or Type)

Title Pres / CEO
Address 12485 Quicksilver Dr
Rancho Cordova CA 95742

Telephone No 916-355-8101

Fax No. 916-355-8108

Date 4/11/07

Contractor's License No. 844279

Type A

Expiration Date 8/31/08

Tax I.D. Nos.- Fed. 20-1270784

State CA

City of Sacramento Business Operation Tax Certificate No. 136888

(City will not award contract if Certificate Number is missing)

File:P Active TX46 BidProposalFinalDraft.doc.doc

Centerline striping

Elk Grove

striping/signage

Richard A Heaps
Electrical Contractors

Sacramento

Electrical

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

as Principal, and _____

a corporation duly organized under the laws of the State of _____ and duly licensed to become sole surety on bonds required or authorized by the State of California, as Surety, are held and firmly bound unto the City of Sacramento, hereinafter called the City, in the penal sum of ten percent (10%) of the (BASE OR LUMP SUM) Proposal of the Principal above named, or other amount as set forth in the Invitation to Bidders, submitted by said Principal to the City for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened in the Council Chambers at City Hall, Sacramento, California, on April 11, 2007 for the Work specifically described as follows:

**COLONIAL HEIGHTS STREET IMPROVEMENTS – 52nd STREET
BETWEEN 14th AND 15th AVENUE (PN: RR22)**

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract and within the time and manner required under the Contract Documents, enters into a written Contract, in the prescribed form, in accordance with the Proposal, and files two (2) bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and files the required insurance policies with the City, all as required by the Contract Documents or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court, which sums shall be additional to the principal amount of this bond.

IN WITNESS THEREOF We have hereunto set our hands and seal this _____
day of _____ 20_____.

PRINCIPAL

Address

NOTARY

SURETY

Address

NOTARY

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

**BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.**

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The contractor's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance program.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
 - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION: _____

	N/A	
Date	Violation Type	Place of Occurrence

If additional space is required use back of this form.

* The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION AGREEMENT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: Martin General Engineering Inc

BY: [Signature] Title: Pres/CEO Date: 4/11/01

Effects of violations: a. Suspension of payments under the Agreement. b. Suspension or termination of the Agreement. c. Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.



**Sacramento
Housing &
Redevelopment
Agency**

Procurement Services
Compliance Services Unit
320 Commerce Circle
Sacramento, CA 95815
www.shra.org
Tel: 916-566-1200
Fax: 916-927-6963

**SECTION 00840
MINORITY AND WOMEN'S BUSINESS ENTERPRISE
GUIDELINES FOR FEDERALLY FUNDED PROJECTS WITH
SUBCONTRACTING OPPORTUNITIES**

**Revised February 7, 2007
for use with the following IFB/RFQ/RFP only**

The Sacramento Housing and Redevelopment Agency ("SHRA" or "Agency") is a joint powers authority governed by the Sacramento City Council and Sacramento County Board of Supervisors. SHRA was established in 1973 to be the public developer for the City and County of Sacramento, using market forces to rebuild blighted neighborhoods, provide access to decent housing for low income residents, and to create opportunities for employment and self sufficiency. Additionally, SHRA is the local housing authority and maintains a substantial housing unit inventory and is involved in many public works projects throughout the county. All this activity creates many contracting opportunities for area businesses.

SHRA is committed to offering contracting opportunities to area firms. And as a major recipient of federal funds, the Agency further makes these opportunities available to businesses owned by low-income residents and minority or women owned businesses.

This guide is designed to help bidders/offerors and others conduct outreach to minority/women's business enterprises (M/WBE) as required by federal regulations. The Agency's commitment to this process also means that we are always available to help bidders/offerors and community members realize contracting opportunities. We may be contacted at the numbers above to answer questions and provide assistance.

I. M/WBE PROGRAM REQUIREMENTS

This project is subject to the Minority Business Enterprise ("MBE") and Women's Business Enterprise ("WBE") requirements under the U.S Department of Housing and Urban Development. Depending on the type of project and funding source, the specific federal requirements are found at 24 CFR 85.36(e) or at 24 CFR 84.44(b).

Bidders/offerors are to solicit quotes from M/WBE sub-trades for any subcontracting opportunity. This can be achieved by advertising in a daily or weekly newspaper / trade magazine of general circulation; or, by notifying the M/WBE sub-trades directly. The Agency's M/WBE program is designed to help bidders/offerors meet M/WBE requirements and is modified periodically to increase usefulness in response to local and national objectives.

II. CERTIFICATION

A MBE or WBE designated in the bid/offer must, upon request, certify that the firm is owned and controlled by a woman or women or a member of a minority group or groups. The Agency can provide a declaration statement that meets our certification requirements. A firm may also complete a Vendor Application to certify. Any firm interested in participating in the SHRA Outreach List may do so by completing a Vendor Application available from Procurement Services.

III. DEMONSTRATING GOOD FAITH EFFORTS

These Guidelines include forms to be used by each bidder/offeror to demonstrate program compliance. Bidders/offerors must demonstrate their efforts to comply with M/WBE requirements by submitting all supporting documentation with the bid/offer, or the bid/offer will be considered non-responsive.

A completed Section 00840.1 M/WBE Outreach Contact Log and Section 00840.2 Questionnaire must be submitted with the bid/offer. The bidder/offeror has the responsibility of demonstrating that its efforts meet the M/WBE program requirements as stated above.

A. **SHRA Outreach List.** The Agency will provide a project specific list of vendors, contractors and suppliers that include M/WBE firms. Printed mailing labels are also available. Bidders/offerors may utilize additional outreach sources to assist with their efforts to satisfy M/WBE requirements.

B. Complete Section 00840-1, **M/WBE Outreach Contact Log**, to record results of your efforts to contact M/WBE sub-contractors and to identify any M/WBE sub-contractors and materials suppliers being utilized on your project. Submit the M/WBE Outreach Contact Log with the bid/offer. *If no subcontracting opportunities exist, indicate "No subcontracting. All work to be completed by bidder/offeror."

C. **Outreach Questionnaire.** Provide the completed M/WBE Outreach Questionnaire (Section 00840-2) with the bid/offer.

IV. HELPFUL RESOURCES

Compliance Analyst

Sacramento Housing and Redevelopment Agency (SHRA)

320 Commerce Circle

Sacramento, CA 95815

Telephone: 916/566-1200 Fax: 916/927-6963

www.shra.org

City of Sacramento Administrative Services Dept.
Office of Small Business Development (OSBD)
921 10th Street, Room 402
Sacramento, CA 95814-2714
Telephone: 916/264-6747 Fax: 916/264-6765
www.cityofsacramento.org/esbd

V. M/WBE REQUIREMENTS OF SUCCESSFUL BIDDER/OFFEROR

- A. **M/WBE Records.** The selected contractor shall maintain records of all subcontracts and materials purchases with M/WBE subcontractors and suppliers. Such records shall show the name and business address of every M/WBE subcontractor or vendor/supplier and the total dollar amount actually paid to each M/WBE firm.

Upon completion of the contract, a summary of these records shall be prepared, certified correct by the contractor or authorized representative and, upon request, furnished to the Agency.

- B. **Reporting Requirements and Sanctions.** Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications shall be considered noncompliance with the contract.
- C. **Subcontracting.** No substitution of subcontractor, whether M/WBE or otherwise, shall be made at any time without the written consent of the Agency. If a subcontractor is unable to perform successfully and is to be replaced, the contractor will be required to make good faith efforts to replace the original subcontractor.

ATTACHMENTS 00840-1, and 00840-2

- ◆ Attachment Section 00840-1 Outreach Contact Log (Submit with the bid/offer)
- ◆ Attachment 0840-2 Questionnaire (Submit with the bid/offer)

M/WBE OUTREACH CONTACT LOG

M/WBE OUTREACH CONTACT LOG
INDICATE ALL M/WBE Subcontractors and Materials/Suppliers that were contacted during the course of your M/WBE Outreach. Of those contacted indicate whether they were either rejected or accepted.

M/WBE Subcontractors and Materials/Suppliers Contacted:
 (Include Name of Business, Address, Phone, Name of Contact Person)
 *Include Services or Materials/Supplies Description (if accepted)

Date Notified

Bid

Amount

No

Yes

How

Notified*
 (Direct mail, phone, etc)

M/WBE Rejected

M/WBE Accepted

If Rejected Give Reason. i.e. Non-response, etc.

Efforts to Remedy Deficiency in Sub-Bid (Assistance in referring for bonding or insurance for increasing work force, etc.)

BIDDER'S/OFFEROR'S SIGNATURE: _____

(Submit with bid/offeror)

* Attach copies of all solicitations made via direct mail and/or advertisement and responses received.

QUESTIONNAIRE

SECTION 00840-2

(Submit with the bid/offer.)

1. Probable Subcontracting Trades involved in this Contract: *Striping, Grinding, and construction area signs, electrical*

2. List trades to be performed by Prime:
Excavating, Grading, Paving, and Concrete

3. State how the work was divided into economically feasible units to facilitate using MBE's and WBE's:
Prime contractor is MBE certified will be performing majority of project.

A. Was the work divided into all the individual subtrades? / If not, then why?
No, because prime contractor will be performing all work except electrical and striping

B. Was the work divided into separate material and services? / If so, then list them:
NO

4. What information about the work items was provided to M/WBEs? e.g. copies of plans, specifications, subcontracting requirements, etc. (Provide copies of correspondence or description of information sent to MBEs/WBEs.)
plans & specifications

QUESTIONNAIRE

SECTION 00840-2

5. What assistance was requested and received from M/WBE referral agencies? e.g. community organizations, M/WBE contractor groups, public agencies, etc. (Provide the names and dates of all referral agencies contacted.)

N/A

6. What assistance was offered or provided to M/WBEs? e.g. meeting insurance and bonding requirements, obtaining lines of credit, becoming recognized as an M/WBE, opportunity to review plans and specifications, etc.

N/A

7. State anything else that you would like to add in support of your demonstration to meet the minimum requirements of your good faith effort. List any problems encountered in soliciting subcontracting opportunities.

N/A

AFFIDAVIT

The undersigned hereby declares under penalty of perjury under the Laws of the State of California that the foregoing statements on this questionnaire are true and correct.

I acknowledge that any misrepresentation of a material fact in said statements may be grounds for initiating action under Federal or State laws and for rejecting the bid/offer.

Bidder's/Offeror's
Signature: _____
[Handwritten Signature]

Date: _____
4/11/07

County where signed: _____
Sacramento

SECTION 00841-1

Compliance with: Executive Order 11246 and Section 3 of the HUD Act of 1968.

This contract is subject to Executive Order 11246, as amended, related to affirmative action in construction for all contracts exceeding \$10,000; and, is subject to Section 3 of the HUD Act of 1968, as amended, related to economic development, including employment. Both requirements are discussed elsewhere in these specifications.

The Compliance Services unit from Procurement Services utilizes a simple reporting system that enables the Agency to quickly classify and track all newly hired people. This allows the Agency to prepare reports that satisfy federal and local reporting requirements.

The following satisfy the Section 3 and Executive Order requirements:

1. Section 00841-2 - New Hire Questionnaire. All new hires will be required to complete a New Hire Questionnaire. The questionnaire will provide the Agency the information necessary to track results. The questionnaire is due from the employer one week following the hire date.

All new hires must complete the questionnaire regardless of whether they were referred by the Agency or other sources or as a result of direct contractor recruitment. The questionnaire is attached. Feel free to make sufficient copies for every new hire.

2. Posting requirements. Both the Order and Section 3 require a posting at the job site. See Section 00841-4 - Equal Employment Opportunity is the Law poster and Section 00841-3 - Section 3 notice-poster. The first poster must be placed in an area that workers are likely to see. The Section 3 poster must be placed so that the public may reasonably view it.

The SHRA is always available to help you meet your employment obligations; however, cooperating with the reporting requirements is not by itself an indicator of satisfying the Executive Order and Section 3 regulations. The results of your efforts (and subcontractors) are the better measure.

For more information please contact:

Sacramento Housing and Redevelopment Agency

Procurement Services

Compliance Services Unit

320 Commerce Circle

Sacramento CA 95815

(916) 566-1263

Fax: (916) 927-6963

Catherine Trice, Compliance Analyst

E-Mail: ctrice@shra.org

Web: shra.org

Equal Employment Opportunity is

THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA AND SPECIAL DISABLED VETERANS

38 U.S.C. 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans and qualified special disabled veterans.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 or call (202) 219-9430, or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Private Employment, State and Local Government, Educational Institutions

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

DISABILITY

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all these Federal laws.

If you believe that you have been discriminated against under any laws, you immediately should contact:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L. Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 800-3302.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protection of Title VII of the Civil Rights Act of 1964, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes; or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disabilities in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against disabled persons who, with reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.



NOTICE

(SECTION 00841-3CS – NOTICE-POSTER)

The contractor and subcontractor(s), if any, are committed to making employment and business opportunities available to residents and businesses in this community. This service project may provide such opportunities.

If you have the skills and are interested in a service-related job or are in a business in which the contractor may be interested in, please contact:

contractor (business card/label)

or,

the Sacramento Housing and Redevelopment Agency,
Catherine Trice at (916) 566-1263.

The contractor is an equal opportunity employer.

The above statement is a solicitation for interest in employment and contracting opportunities. It is not intended as a job or contracting offer.

This notice complies with the SHRA Section 3 Policy and 24 CFR 135.38 (c).

Sacramento Housing and Redevelopment Agency, Compliance Services, 320 Commerce Circle, Sacramento, CA 95815

New Hire Questionnaire (2006)

Contractor/firm: _____ Project Name: _____ Number: _____

Note to employer: Use this form as part of your new hire process. You may send this form to Compliance Services by mail or fax. It is due one week after hire.

Questionnaire

Your employer is required to furnish the following information in complying with the terms of the contract for this project. All information you provide will be **confidential** and will be used to prepare statistical reports. Your responses will not affect your employment situation. Please complete all requested information and return this form to your employer.

1. New Hire

First Name: _____ Middle Initial: _____ Last Name: _____

Street Address: _____ City: _____ Phone: _____

State: _____ Zip Code: _____ Job Title: _____

Ethnic Code: _____ (1=White, Caucasian; 2=Black, African American; 3= Native American; 4= Hispanic; 5= Asian, Pacific Islander; 0=Other) Sex: _____ Male _____ Female

2. Income before taking this job. We need to know the economic impact this job has on the community. Please review the chart below, match your household size (include yourself) with the **maximum** household income; then, place a checkmark next to the category type (A, B or C) that applies to your household.

Category A								
Household Size								
Maximum income	1	2	3	4	5	6	7	8
	\$22,450	\$25,650	\$28,850	\$32,050	\$34,600	\$37,200	\$39,750	\$42,300

Category B								
Household Size								
At least	1	2	3	4	5	6	7	8
	\$22,450	\$25,650	\$28,850	\$29,900	\$32,050	\$37,200	\$39,750	\$42,300
But no more than								
	\$35,900	\$41,000	\$46,150	\$47,850	\$51,300	\$59,500	\$63,600	\$67,700

Category C = exceeds the maximum of Category B

For example, suppose your household size is 3 and the total annual household income was \$29,000. From the charts above, the income was above the maximum for type A for a family of 3 (\$28,850) but less than maximum for B (\$46,150) for a family of 3. You would checkmark B.

Mark one category: A _____; B _____; C _____.

3. Job Source: how did you find about this job? referred by: _____; recruited by: _____; other: _____.

4. Statement

I declare that the above is true and correct to the best of my knowledge.

Your signature: _____ Date: _____

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits By City Contractors Ordinance (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed. The provisions apply only to those employee(s) actually working on the City contract and only for the actual amount of time the employee(s) spend working on such contract.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to contracts for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use of occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

“Contractor” means any person or persons, firm partnership or corporation, company , or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

“Domestic Partner” means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

“Employee Benefits” means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees;. “Employee benefits” shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR’S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee’s name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (attachment “A”), signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment “B.”

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment “C.”

**NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS
ORDINANCE**

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Martin General Engineering Inc
Name of Contractor

12485 Quicksilver Dr, Rancho Cordova CA 95742
Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$25,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$25,000 in total value.
4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

- a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.
- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

9. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

**NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS
ORDINANCE**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

4/11/07

Date

Tranquilino Martin

Print Name

Pres / CEO

Title

**NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS
ORDINANCE**



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS
ORDINANCE**

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits By City Contractors Ordinance (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

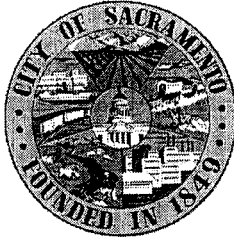
You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
915 I St, 2nd Floor
Sacramento, CA 95814-2714

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- o Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
915 I St, 2nd Floor
Sacramento, CA 95814-2714
- o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

Electrical Schedule of Values - Colonial Hieghts Reconstruction

Item Description	UM	QTY	Price	Extension
Type B Street Light with Foundation	Ea	3	\$ 1,000.00	\$ 3,000.00
Unmetered Service with Foundation	Ea	1	\$ 1,000.00	1,000.00
Type B Pole	Ea	3	\$ 1,000.00	3,000.00
#5 Pull Box	Ea	4	\$ 1,000.00	4,000.00
#6 Pullbox	Ea	1	\$ 1,000.00	1,000.00
Rockwheel HH	Ea	2	\$ 100.00	200.00
Type 3 Conduit 1.5"	LF	20	\$ 5.50	110.00
Type 3 Conduit 3"	LF	320	\$ 6.00	1,920.00
#14 THW Wire	LF	250	\$ 1.50	375.00
#12 THW Wire	LF	150	\$ 1.80	270.00
#10 THW Wire	LF	500	\$ 1.90	950.00
#6 THW Wire	LF	1000	\$ 2.00	2,000.00
#1 THW Wire	LF	75	\$ 5.00	375.00
Type III AF Service Equip	Ea	1	\$ 2,000.00	2,000.00
Type H Service	Ea	1	\$ 300.00	300.00
70-400 Luminaires	Ea	3	\$ 500.00	1,500.00
Total				\$ 22,000.00

DATE BID OPENED 4-11-07

EMPLOYEE INITIALS V.M.

CHECK ONE BOX FOR EACH ITEM ONLY

BID SECURITY

NONE REQUIRED

PROPERLY SIGNED

BID DEPOSIT TYPE

BID BOND

CALIF. BANK CASHIER'S CHECK

CERTIFIED CHECK

CASH

CALIF. BANK MONEY ORDER

AFTER AWARD OF BID

SECURITY RETURNED

SECURITY ACCEPTED

EMPLOYEE INITIALS _____

DATE _____

Green Contracting Survey (Voluntary)

The City of Sacramento and the Sacramento Metropolitan Air Quality District (SMAQMD) are conducting a joint pilot project to help meet Federal Clean Air Standards for the Sacramento region.

Attached is a Green Contracting Fleet Inventory Form. Please complete the form, remove it from the bid package and return it to SMAQMD in the postage paid envelope provided with the bid package. Please do not return the Green Contracting Fleet Inventory Form to the City of Sacramento with the bid documents or otherwise.

A limited amount of funds and other financial incentives may be available to qualified contractors participating in this joint project to assist qualified contractors with upgrading and/or replacing equipment and/or trucks.

Completing and returning the Green Contracting Fleet Inventory Form is strictly voluntary.

